

SUMMONS ISSUED

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Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff, GABRIEL RICARDO ORTEGA and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GABRIEL RICARDO ORTEGA, an individual and
on behalf of all others similarly situated

Plaintiff,

v.

PROVIDENCE GROUP NORTH, LLC, a
California Limited Liability Company;
MARINIDENCE OPCO, LLC, a California Limited
Liability Company; SAN FRANCISCOIDENCE
OPCO, LLC, a California Limited Liability
Company; ALL SAINTSIDENCE OPCO, LLC, a
California Limited Liability Company; SAN
BRUNOIDENCE OPCO, LLC, a California
Limited Liability Company; OJAI
HEALTHIDENCE OPCO, LLC, a California
Limited Liability Company; MORAGAIENCE
OPCO, LLC a California Limited Liability
Company; KERN VALLEYIDENCE OPCO, LLC,
a California Limited Liability Company;
MAUBERTIDENCE OPCO, LLC, a California
Limited Liability Company;
BAKERSFIELDIDENCE OPCO, LLC, a California
Limited Liability Company; CONTRA
COSTAIDENCE MASTER TENANT, LLC, a
California Limited Liability Company;
MCCLUREIDENCE OPCO, LLC, a California
Limited Liability Company; PLEASANT
HILLIDENCE OPCO, LLC, a California Limited

CASE NO.: C25-02878

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Liability Company doing business as PLEASANT
2 HILL POST ACUTE; HANFORDIDENCE OPCO,
3 LLC, a California Limited Liability Company;
4 VALLEY POINTEDIDENCE OPCO, LLC, an
5 unknown entity; WEST VALLYIDENCE OPCP,
6 LLC, an unknown entity; and DOES 1 through 100,
7 inclusive

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9 Defendants.
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15 Plaintiff GABRIEL RICARDO ORTEGA (“Plaintiff”) or “Employee”), as an aggrieved
16 employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’
17 General Act of 2004, alleges as follows:

18 **JURISDICTION AND VENUE**

19 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
20 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against PROVIDENCE
21 GROUP NORTH, LLC, and any of its respective subsidiaries or affiliated companies within the State
22 of California (“PROVIDENCE GROUP NORTH”); MARINIDENCE OPCO, LLC, and any of its
23 respective subsidiaries or affiliated companies within the State of California (“MARINIDENCE
24 OPCO”); SAN FRANCISCOIDENCE OPCO, LLC, and any of its respective subsidiaries or
25 affiliated companies within the State of California (“SAN FRANCISCOIDENCE OPCO”); ALL
26 SAINTSIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within
27 the State of California (“ALL SAINTSIDENCE OPCO”); SAN BRUNOIDENCE OPCO, LLC, and
28 any of its respective subsidiaries or affiliated companies within the State of California (“SAN

1 BRUNOIDENCE OPCO”); OJAI HEALTHIDENCE OPCO, LLC, and any of its respective
2 subsidiaries or affiliated companies within the State of California (“OJAI HEALTHIDENCE
3 OPCO”); MORAGAIENCE OPCO, LLC, and any of its respective subsidiaries or affiliated
4 companies within the State of California (“MORAGAIENCE OPCO”); KERN
5 VALLEYIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies
6 within the State of California (“KERN VALLEYIDENCE OPCO”); MAUBERTIDENCE OPCO,
7 LLC, and any of its respective subsidiaries or affiliated companies within the State of California
8 (“MAUBERTIDENCE OPCO”); BAKERSFIELDIDENCE OPCO, LLC, and any of its respective
9 subsidiaries or affiliated companies within the State of California (“BAKERSFIELDIDENCE
10 OPCO”); CONTRA COSTAIDENCE MASTER TENANT, LLC, and any of its respective
11 subsidiaries or affiliated companies within the State of California (“CONTRA COSTAIDENCE
12 MASTER”); MCCLUREIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated
13 companies within the State of California (“MCCLUREIDENCE OPCO”); PLEASANT
14 HILLIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within
15 the State of California (“PLEASANT HILLIDENCE”); HANFORDIDENCE OPCO, LLC, and any
16 of its respective subsidiaries or affiliated companies within the State of California
17 (“HANFORDIDENCE OPCO”); VALLEY POINTEDIDENCE OPCO, LLC, and any of its
18 respective subsidiaries or affiliated companies within the State of California (“VALLEY
19 POINTEDIDENCE”); WEST VALLYIDENCE OPCP, LLC, and any of its respective subsidiaries
20 or affiliated companies within the State of California (“WEST VALLYIDENCE” and collectively,
21 with PROVIDENCE GROUP NORTH; MARINIDENCE OPCO; SAN FRANCISCOIDENCE
22 OPCO; ALL SAINTSIDENCE OPCO; SAN BRUNOIDENCE OPCO; OJAI HEALTHIDENCE
23 OPCO; MORAGAIENCE OPCO; KERN VALLEYIDENCE OPCO; MAUBERTIDENCE
24 OPCO; BAKERSFIELDIDENCE OPCO; CONTRA COSTAIDENCE MASTER;
25 MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE; HANFORDIDENCE OPCO; VALLEY
26 POINTEDIDENCE as a proxy of the Labor and Workforce Development Agency of the State of
27 California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees
28 of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains

1 to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with
2 the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.3, 202,
3 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 404, 432,
4 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5,
5 1194, 1194.2, 1198, 1198.5, 1475, 1695.55, 1771, 1774, 1197, 1197.1, 1197.5, 2800, 2802, 2810.3,
6 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 3395, Business and
7 Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as
8 applicable Wage Orders. Plaintiff seeks to represent all employees of PROVIDENCE GROUP
9 NORTH; MARINIDENCE OPCO; SAN FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE
10 OPCO; SAN BRUNOIDENCE OPCO; OJAI HEALTHIDENCE OPCO; MORAGAIIDENCE
11 OPCO; KERN VALLEYIDENCE OPCO; MAUBERTIDENCE OPCO; BAKERSFIELDIDENCE
12 OPCO; CONTRA COSTAIDENCE MASTER; MCCLUREIDENCE OPCO; PLEASANT
13 HILLIDENCE; HANFORDIDENCE OPCO; VALLEY POINTEDIDENCE; WEST
14 VALLYIDENCE OPCP, LLC, and each of them, DOES 1 through 100, as well as their parents,
15 subsidiaries and affiliates (hereinafter, collectively, “Defendants” or “Employer”) working within
16 three years preceding the date of filing Notice with the LWDA and continuing past the date of the
17 LWDA Notice filing into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein,
18 Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil
19 Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

20 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 3. Venue is proper in Contra Costa County, California pursuant to Code of Civil
23 Procedure sections 392, et seq. because, among other things, Contra Costa County is where the
24 causes of action complained of herein arose; the county in which the employment relationship
25 began; the county in which performance of the employment contract, or part of it, between Plaintiff
26 and Defendants was due to be performed; the county in which the employment contract, or part of
27 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
28 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff

1 and Aggrieved Employees in Contra Costa County, and because Defendants employ Aggrieved
2 Employees in Contra Costa County.

3 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
4 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
5 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
6 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
7 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
8 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
9 Penalty Period.

10 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
11 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
12 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
13 PAGA allegations described herein is not required.

14 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
15 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5,
16 233, 234, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 1102.5,
17 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1475, 1695.55, 1771, 1774, 1197,
18 1197.1, 1197.5, 2800, 2802, 2810.3, 2810.5, 2699, among others, California Code of Regulations,
19 Title 8, Sections 3395, Business and Professions Code sections 16600, 16700, and 17200,
20 Government Code section 12952, as well as applicable Wage Orders.

21 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
22 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
23 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
24 specified in Labor Code section 2699.3.

25 8. On or around December 18, 2024, Plaintiff provided written notice pursuant to Labor
26 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
27 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
28 as well as by certified mail, with return receipt requested to Defendants, and each of them.

1 9. To the extent Defendants, or either of them, previously used the notice and cure
2 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
3 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
4 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
5 conference process pursuant to section 2699.3(f).

6 10. In the event that Defendants, or either of them, is/are determined to have satisfied
7 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
8 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
9 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

10 11. In the event that Defendants, or either of them, is/are determined to have, prior to
11 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
12 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
13 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
14 2699(g)(1)-(3).

15 12. In the event that Defendants, or either of them is/are deemed to have adequately taken
16 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
17 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
18 Code section 2699(h)(1)-(3).

19 13. Plaintiff is further informed and believes that within five (5) years of any of
20 violations described above, the LWDA or a court has issued a finding or determination to the
21 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
22 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
23 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
24 was/were found to have unlawfully committed some or all of the above-related Labor Code
25 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
26 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
27 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
28 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed

1 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
2 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
3 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
4 violations either prior to or after the Employer's receipt of this notice.

5 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
6 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
7 calendar days of the December 18, 2024 postmarked date of the herein-described notice sent by
8 Plaintiff to the LWDA and Defendants.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
12 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
13 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
14 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
15 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
16 clock, including, without limitation, by: requiring employees: to come early to work and leave late
17 work without being able to clock in for all that time, to suffer under Employer's control due to long
18 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
19 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
20 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
21 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
22 checks off the clock; failing to include all forms of remuneration, including non-discretionary
23 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
24 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
25 additional compensation was earned for the purpose of calculating the overtime rate of pay;
26 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
27 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
28 overtime as required by Labor Code section 226.2, and by attempting but failing to properly

1 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to
2 implement a written agreement designating the regularly scheduled alternative workweek in which
3 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
4 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
5 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
6 AWS election; and/or failing to register an AWS election with the State of California, as required
7 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other
8 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon
9 alleges, that Employer violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage
10 Orders based on its practice of providing total compensation that is less than the required legal
11 overtime compensation for the overtime worked, entitling Employee and other aggrieved employees
12 to damages, including, without limitation, at least one hour of unpaid overtime wages each day
13 worked by each Aggrieved Employee during the Civil Penalty Period. Employee further informed
14 and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations
15 was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant
16 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive
17 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties
18 pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
21 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer’s
22 control every day as a result of, without limitation, failing to accurately track and/or pay for all
23 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
24 including, without limitation, by requiring employees: to come early to work and leave late work
25 without being able to clock in for all that time, to suffer under Defendants’ control due to long lines
26 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
27 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
28 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off

1 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
2 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
3 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
4 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
5 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
6 Employees were required to report to work, and did report, but were not put to work and/or were
7 furnished less than half their usual or scheduled day's work without being paid for half the usual or
8 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
9 thereon alleges, that Defendants violated, without limitation, Labor Code sections 1197, 1182.12,
10 Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours
11 worked, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
12 Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under,
13 without limitation, Labor Code 1194, 1194.2, and 1198 to compensate them for at least one unpaid
14 hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil penalties
17 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
18 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable
19 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
23 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
25 periods; not providing timely meal periods; failing to provide first and second meal periods;
26 providing short meal periods, including without, limitation meal periods that were recorded for less
27 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
28 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable

1 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
2 during the meal period, having to undergo security or bag checks during the meal period, and /or
3 having to retrieve and store personal belongings during the meal period; requiring that employees
4 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
5 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
6 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
7 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
8 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
9 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each
10 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
11 worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
12 informed and believes that those premium payments under Labor Code section 226.7 were not made,
13 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
14 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
15 timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
16 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
17 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
18 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
19 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
20 Code section 2699(f)(2)(B)(ii).

21 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
23 including, without limitation, work over four-hour periods (or major fractions thereof) without
24 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
25 and complete ten-minute rest periods in which the employees are completely relieved of all of their
26 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
27 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
28 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less

1 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
2 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
3 retrieve and store personal belongings during the rest period, and/or having to undergo security or
4 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
5 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
6 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
7 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
8 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
10 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
11 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
12 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
13 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
14 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
15 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
16 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
17 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
18 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
19 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
21 to Labor Code section 2699(f)(2)(B)(ii).

22 19. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
26 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
27 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
28 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the

1 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
2 name of the employee and only the last four digits of their social security number or an employee
3 identification number other than a social security number; all deductions; all applicable hourly rates
4 in effect during the pay period and the corresponding number of hours worked at each hourly rate
5 by the employee; Pleasant Hillidence Opco, LLC, 1625 Oak Park Pleasant Hill, CA 94523.and other
6 such information as required by Labor Code section 226, subdivision (a). Specifically, Defendants
7 intentionally failed to furnish employees with itemized wage statements that accurately reflect the
8 hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which they were
9 or should have been paid (including due to failure to pay at the proper regular rate), thus resulting
10 in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently,
11 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
12 sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,
13 thus Employee and each Aggrieved Employee personally suffered these violations and was owed
14 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
15 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
16 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
17 pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Plaintiff is further informed and
18 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
19 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
20 Labor Code sections 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and
21 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
24 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
25 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
26 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
27 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
28 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,

1 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
2 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
3 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
4 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
5 informed and believes that those penalties under Labor Code section 203 were not made for these
6 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
7 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
8 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
9 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
10 Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also
13 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
15 uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the
16 purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones
17 and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a
18 condition of employment, or for compelling or coercing Plaintiff and Aggrieved Employees,
19 including applicants, to patronize in the purchase of a value or things, including, without limitation,
20 Defendants' product(s) and/or service(s), in direct consequence of the discharge of their duties, or
21 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
22 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
23 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
24 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff
25 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
26 to such violations was malicious, fraudulent, or oppressive. In addition, Defendants would be liable
27 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
28

1 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

3 22. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
5 off and vacation time owed upon separation of employment as wages at their final rate of pay in
6 violation of Labor Code section 227.3 and applicable Wage Orders. Plaintiff is thus informed and
7 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
8 As such, Plaintiff and other Aggrieved Employees have personally suffered these violations and
9 Defendants would be liable for civil penalties for violation of Labor Code section 227.3 under Labor
10 Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
13 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 23. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
16 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
17 of any calendar month shall be paid for between the 16th and 26th day of the month during which
18 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
20 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
21 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
22 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
24 personally suffered these violations. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
27 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
28 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
3 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
4 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
5 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
6 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
7 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
8 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
12 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
13 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
14 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
15 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
16 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
17 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
18 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
19 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
20 card payment processing fees that may be charged to the employer by the credit card company by
21 not later than the regular payday following the date the patron authorized the credit card. In addition,
22 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
23 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
24 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
25 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
26 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
27 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
28 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations

1 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
2 pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to provide all working employees, including without limitation
5 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
6 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
7 place an adequate number of seats in reasonable proximity to the work area and/or permitted
8 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
9 performance of their duties when employees are not engaged in the active duties of their
10 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
11 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
12 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
13 Employees have personally suffered violations thereto and Defendants would be liable for civil
14 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
15 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
20 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works with Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
25 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
26 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
27 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
28 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that

1 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
2 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
3 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
7 violations of state and federal law, either within Defendants to their managers or outside of
8 Defendants to private attorneys or government officials, among others, in violation of Business and
9 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
10 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
11 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
12 from disclosing information about unsafe or discriminatory working conditions, or about wage and
13 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
14 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
15 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
16 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
22 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
23 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
24 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
25 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
26 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
27 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
28 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

1 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
2 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
3 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
4 Code section 2699(f)(2)(B)(ii).

5 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
7 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
8 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
9 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
10 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
11 employment, to adopt or follow or refrain from adopting or following a particular course or line of
12 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
13 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
14 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
15 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
16 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
17 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
18 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
19 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
21 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
22 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
23 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
24 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
25 purported confidentiality agreements, purported severance agreements, or purported release
26 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
27 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
28 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring

1 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
2 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
3 their work with Defendants, including but not limited to their wages and working conditions.
4 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
5 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
6 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
7 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
8 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
9 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
10 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
11 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
12 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
13 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
14 Defendants would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a practice or policy of conducting unlawful background checks on prospective and current
18 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
19 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
20 without limitation: requiring job applicants and employees to disclose their conviction history before
21 Defendants made a conditional offer of employment; inquiring into or considering the conviction
22 history of applicants before Defendants made any conditional offers of employment; considering,
23 distributing, or disseminating information about arrests not followed by conviction, referrals to or
24 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
25 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
26 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
27 conducting conviction history background checks in connection with any applications for
28 employment; intending to deny an applicant a position of employment solely or in part because of

1 the applicant's conviction history; and asking applicants for employment to disclose, through any
2 written form or verbally, information concerning or related to an arrest, detention, processing,
3 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
4 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
5 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
6 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
7 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
8 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
9 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
10 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
11 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
12 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
13 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 and have a practice or policy of relying on the salary history information of an applicant for
16 employment as a factor in determining whether to offer employment to an applicant or what salary
17 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
18 application for employment, an inquiry regarding current and/or former salary history information,
19 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
20 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
21 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
22 Employer has failed to pay its employees at wage rates less than those paid to employees of the
23 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
24 composite of skill, effort, and responsibility, and/or performed under similar working conditions
25 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
26 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
27 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
28 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon

1 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
2 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
3 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
4 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
5 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
6 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
7 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
8 Labor Code section 2699(f)(2)(B)(ii).

9 34. In addition, Employee is informed and believes, and based thereon alleges that
10 Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and
11 Educational Code 49116. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants had and has a policy or practice of requiring Aggrieved Employees, who are fifteen (15)
13 years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours,
14 and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Plaintiff
15 is further informed and believes, and based thereon alleges, that Defendants had and have a policy
16 or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old
17 to work, while school is in session, for more than three hours in any schoolday and/or more than
18 eighteen (18) hours in any week. Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants had and has a policy or practice of, among other things, requiring its
20 employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours
21 in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on
22 any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday.
23 Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is informed and
24 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
25 sections 1391 and 1198. Employee also alleges that Aggrieved Employees personally suffered these
26 violations, and that Aggrieved Employees are entitled to damages. Plaintiff further informed and
27 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
28 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to

1 Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive
2 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
3 pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 35. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
5 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
6 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
7 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
8 required to be provided pursuant to California and local laws. Plaintiff is further informed and
9 believes that the sick pay was not provided at the proper regular of pay as required under California
10 law due to failure to properly calculate the regular rate. Plaintiff is additionally informed and
11 believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves
12 a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that
13 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,
14 Plaintiff and other Aggrieved Employees have personally suffered violations under these sections
15 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations
16 under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
17 and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
19 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
22 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
23 statements and similar payroll documents under Labor Code section 226, documents signed to
24 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
25 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
26 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and
27 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
28 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.

1 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
2 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
3 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
4 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 37. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
6 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
7 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
8 Employees pursuant to PAGA.

9 **PARTIES**

10 **A. Plaintiff**

11 38. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
13 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
14 approximately July of 2024 through at least August of 2024.

15 **B. Defendants**

16 39. Plaintiff is informed and believes and based thereon alleges that defendant
17 PROVIDENCE GROUP NORTH is, and at all times relevant hereto was, a Limited Liability
18 Company organized and existing under and by virtue of the laws of the State of California and doing
19 business in the County of Contra Costa, State of California. At all relevant times herein,
20 PROVIDENCE GROUP NORTH employed Plaintiff and similarly situated employees within the
21 State of California.

22 40. Plaintiff is informed and believes and based thereon alleges that defendant
23 MARINIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
24 organized and existing under and by virtue of the laws of the State of California and doing business
25 in the County of Contra Costa, State of California. At all relevant times herein, MARINIDENCE
26 OPCO employed Plaintiff and similarly situated employees within the State of California.

27 41. Plaintiff is informed and believes and based thereon alleges that defendant SAN
28 FRANCISCOIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company

1 organized and existing under and by virtue of the laws of the State of California and doing business
2 in the County of Contra Costa, State of California. At all relevant times herein, SAN
3 FRANCISCOIDENCE OPCO employed Plaintiff and similarly situated employees within the State
4 of California.

5 42. Plaintiff is informed and believes and based thereon alleges that defendant ALL
6 SAINTSIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
7 organized and existing under and by virtue of the laws of the State of California and doing business
8 in the County of Contra Costa, State of California. At all relevant times herein, ALL
9 SAINTSIDENCE OPCO, employed Plaintiff and similarly situated employees within the State of
10 California.

11 43. Plaintiff is informed and believes and based thereon alleges that defendant SAN
12 BRUNOIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
13 organized and existing under and by virtue of the laws of the State of California and doing business
14 in the County of Contra Costa, State of California. At all relevant times herein, SAN
15 BRUNOIDENCE OPCO employed Plaintiff and similarly situated employees within the State of
16 California.

17 44. Plaintiff is informed and believes and based thereon alleges that defendant OJAI
18 HEALTHIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
19 organized and existing under and by virtue of the laws of the State of California and doing business
20 in the County of Contra Costa, State of California. At all relevant times herein, OJAI
21 HEALTHIDENCE OPCO employed Plaintiff and similarly situated employees within the State of
22 California.

23 45. Plaintiff is informed and believes and based thereon alleges that defendant
24 MORAGAIENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
25 organized and existing under and by virtue of the laws of the State of California and doing business
26 in the County of Contra Costa, State of California. At all relevant times herein, MORAGAIENCE
27 OPCO employed Plaintiff and similarly situated employees within the State of California.
28

1 46. Plaintiff is informed and believes and based thereon alleges that defendant KERN
2 VALLEYIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
3 organized and existing under and by virtue of the laws of the State of California and doing business
4 in the County of Contra Costa, State of California. At all relevant times herein, KERN
5 VALLEYIDENCE OPCO employed Plaintiff and similarly situated employees within the State of
6 California.

7 47. Plaintiff is informed and believes and based thereon alleges that defendant
8 MAUBERTIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
9 organized and existing under and by virtue of the laws of the State of California and doing business
10 in the County of Contra Costa, State of California. At all relevant times herein, MAUBERTIDENCE
11 OPCO employed Plaintiff and similarly situated employees within the State of California.

12 48. Plaintiff is informed and believes and based thereon alleges that defendant
13 BAKERSFIELDIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability
14 Company organized and existing under and by virtue of the laws of the State of California and doing
15 business in the County of Contra Costa, State of California. At all relevant times herein,
16 BAKERSFIELDIDENCE OPCO employed Plaintiff and similarly situated employees within the
17 State of California.

18 49. Plaintiff is informed and believes and based thereon alleges that defendant CONTRA
19 COSTAIDENCE MASTER is, and at all times relevant hereto was, a Limited Liability Company
20 organized and existing under and by virtue of the laws of the State of California and doing business
21 in the County of Contra Costa, State of California. At all relevant times herein, CONTRA
22 COSTAIDENCE MASTER employed Plaintiff and similarly situated employees within the State of
23 California.

24 50. Plaintiff is informed and believes and based thereon alleges that defendant
25 MCCLUREIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
26 organized and existing under and by virtue of the laws of the State of California and doing business
27 in the County of Contra Costa, State of California. At all relevant times herein, MCCLUREIDENCE
28 OPCO employed Plaintiff and similarly situated employees within the State of California.

1 51. Plaintiff is informed and believes and based thereon alleges that defendant
2 PLEASANT HILLIDENCE is, and at all times relevant hereto was, a Limited Liability Company
3 organized and existing under and by virtue of the laws of the State of California and doing business
4 in the County of Contra Costa, State of California. At all relevant times herein, PLEASANT
5 HILLIDENCE employed Plaintiff and similarly situated employees within the State of California.

6 52. Plaintiff is informed and believes and based thereon alleges that defendant
7 HANFORDIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company
8 organized and existing under and by virtue of the laws of the State of California and doing business
9 in the County of Contra Costa, State of California. At all relevant times herein, HANFORDIDENCE
10 OPCO employed Plaintiff and similarly situated employees within the State of California.

11 53. Plaintiff is informed and believes and based thereon alleges that defendant VALLEY
12 POINTEDIDENCE is, and at all times relevant hereto was, an unknown Company. At all relevant
13 times herein, VALLEY POINTEDIDENCE employed Plaintiff and similarly situated employees
14 within the State of California.

15 54. Plaintiff is informed and believes and based thereon alleges that defendant WEST
16 VALLYIDENCE is, and at all times relevant hereto was, an unknown Company. At all relevant
17 times herein, WEST VALLYIDENCE employed Plaintiff and similarly situated employees within
18 the State of California.

19 55. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
21 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
24 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
25 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
26 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
27 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
28 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the

1 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or
2 “Employer” it shall include PROVIDENCE GROUP NORTH; MARINIDENCE OPCO; SAN
3 FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE OPCO; SAN BRUNOIDENCE OPCO;
4 OJAI HEALTHIDENCE OPCO; MORAGAIENCE OPCO; KERN VALLEYIDENCE OPCO;
5 MAUBERTIDENCE OPCO; BAKERSFIELDIDENCE OPCO; CONTRA COSTAIDENCE
6 MASTER; MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE; HANFORDIDENCE
7 OPCO; VALLEY POINTEDIDENCE; WEST VALLYIDENCE OPCP, LLC,, and any of their
8 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
9 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

11 56. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 mentioned herein, each of the defendants was the agent, principal, employee, employer,
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
15 employment, joint venture, and conspiracy.

16 57. All of the acts and conduct described herein of each, and every corporate defendant
17 was duly authorized, ordered, and directed by the respective and collective defendant corporate
18 employers, and the officers and management-level employees of said corporate employers. In
19 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
20 their said employees, agents, and representatives, and each of them; and upon completion of the
21 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
22 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
23 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
24 aforementioned corporate employees, agents and representatives.

25 58. Plaintiff is informed and believes, and based thereon alleges, that despite the
26 formation of the purported corporate existence of PROVIDENCE GROUP NORTH;
27 MARINIDENCE OPCO; SAN FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE OPCO;
28 SAN BRUNOIDENCE OPCO; OJAI HEALTHIDENCE OPCO; MORAGAIENCE OPCO;

1 KERN VALLEYIDENCE OPCO; MAUBERTIDENCE OPCO; BAKERSFIELDIDENCE OPCO;
2 CONTRA COSTAIDENCE MASTER; MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE;
3 HANFORDIDENCE OPCO; VALLEY POINTEDIDENCE; WEST VALLYIDENCE OPCP,
4 LLC, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are
5 one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due to,
6 but not limited to, the following reasons:

7 a. The Alter Ego Defendants are completely dominated and controlled by the
8 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
9 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
10 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
11 inequitable purpose;

12 b. The Individual Defendants derive actual and significant monetary benefits by
13 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
14 the funding source for the Individual Defendants’ own personal expenditures;

15 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
16 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
17 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
18 accomplishing some other wrongful or inequitable purpose;

19 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
20 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
21 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
22 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
23 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
24 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, the alter egos of the Individual Defendants;

26 e. The recognition of the separate existence of the Individual Defendants from
27 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
28 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,

1 and other statutory violations. The corporate existence of these defendants should thus be
2 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
3 and injustice to Plaintiff herein;

4 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
5 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
6 disregarded.

7 59. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants, and each of them, are joint employers.

9 60. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
10 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
11 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
12 violations described herein, or some of them.

13 **FIRST AND ONLY CAUSE OF ACTION**

14 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

15 61. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
16 preceding paragraphs as though fully set forth hereat.

17 **Civil Penalties Under Labor Code § 210**

18 62. At all relevant times herein, Labor Code section 204, requires and required that:
19 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
20 between the 16th and 26th day of the month during which the labor was performed, and labor
21 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
22 between the 1st and 10th day of the following month.”

23 63. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
24 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
25 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
26 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
27 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 64. At all relevant times herein, Defendants have had a consistent policy or practice of
3 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
4 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
5 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
6 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
7 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
8 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
9 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
10 violation in connection with each payment that was made in violation of Labor Code section 204.

11 Civil Penalties Under Labor Code § 226.3

12 65. Defendants had and have a policy or practice of failing to comply with Labor Code
13 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
14 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
15 wages earned; the name and address of each employer with whom they have been placed to work;
16 all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
18 entity securing the employer’s services if the employer is a farm labor contractor; and other such
19 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
20 to the extent it does not include for piece-rate work the information required therein including,
21 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
22 productive time and rest and recovery periods

23 66. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
26 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

28 67. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in

1 this section are in addition to any other penalty provided by law.”

2 68. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
3 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
4 statements as set forth in the preceding paragraphs.

5 69. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 Violation of Labor Code § 558

11 70. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
14 penalty as follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
16 pay period for which the employee was underpaid in addition to an amount sufficient
17 to recover underpaid wages;

18 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to
20 an amount sufficient to recover underpaid wages;

21 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

22 71. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
25 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
26 regular payday designated by employer, the name of the employer, including any “doing business
27 as” names used, the name, address, and telephone number of the workers’ compensation insurance
28 carrier, information regarding paid sick leave, and other pertinent information.

72. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

73. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

74. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

75. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

76. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any

1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

3 77. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 willfully failed to keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

8 78. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

12 Violation of Labor Code § 1197.1

13 79. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 (1) For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the
21 employee is underpaid. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.

24 (2) For each subsequent violation for the same specific offense, two hundred fifty
25 dollars (\$250) for each underpaid employee for each pay period for which the
26 employee is underpaid regardless of whether the initial violation is
27 intentionally committed. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to Section

1 1194.2, and any applicable penalties imposed pursuant to Section 203.

2 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
3 Section 203, recovered pursuant to this section shall be paid to the affected
4 employee.”

5 80. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
6 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
7 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
8 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
9 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
10 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
11 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
12 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

13 81. As a direct and proximate result of the herein-described Labor Code violations,
14 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
15 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
16 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
17 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
18 subsequent violation.

19 Civil Penalties Under Labor Code § 2699

20 82. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
21 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
22 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
23 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
24 action brought by an aggrieved employee on behalf of himself or herself and other current or former
25 employees pursuant to the procedures specified in Labor Code section 2699.3.

26 83. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
27 each of them, violated the Labor Code sections described in the preceding paragraphs.

28 84. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one

1 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
2 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
3 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

4 85. Moreover, Plaintiff and other Aggrieved Employees within the State of California
5 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
6 connection with their herein-described claims for civil penalties.

7 **PRAYER**

8 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
9 judgment against Defendants as follows:

- 10 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
11 1174.5, 1197.1, and 2699;
12 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
13 210, 226.3, 558, 1174.5, 1197.1, and 2699;
14 C. For equitable, including, without limitation, injunctive relief;
15 C. Pre-judgment and post-judgment interest;
16 D. For costs of suit incurred herein; and
17 E. Such other and further relief as the Court deems just and proper.

18 Dated: October 2, 2025

BIBIYAN LAW GROUP, P.C.

19
20 BY: /s/ Joseph C. Rocha

21 ROBERT D. WILSON III

22 JOSEPH C. ROCHA

23 Attorneys for Plaintiff GABRIEL RICARDO
24 ORTEGA, as an aggrieved employee, and on
25 behalf of all other aggrieved employees under
26 the Labor Code Private Attorneys' General
27 Act of 2004,
28